

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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CHIQUITA BANANA NORTH AMERICA, LLC,
DOLE FRESH FRUIT COMPANY, S. KATZMAN
PRODUCE INC., and KATZMAN BERRY CORP.

Case No. 2:14-cv-00982-ADS-AKT

Plaintiffs,

- and -

FIERMAN PRODUCE EXCHANGE INC. and
MORRIS OKUN, INC.,

Intervening Plaintiffs,

- against -

LONG ISLAND BANANA CORP., SUFFOLK
BANANA CO., INC., THOMAS J. HOEY,
YOLANDA HOEY, BROOK ENTERPRISES
LTD., HB REALTY CORP., and STULS
HOLDING CORP.

Defendants.

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**AFFIDAVIT OF ROBERT L. RATTET IN
SUPPORT OF MOTION OF HERRICK, FEINSTEIN LLP TO
WITHDRAW AS COUNSEL FOR THE NON-DEBTOR DEFENDANTS**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ROBERT L. RATTET, being duly sworn, deposes and says:

1. I am a partner of Herrick, Feinstein LLP ("Herrick"), who is counsel to Defendants Thomas J. Hoey, Yolanda Hoey, Brook Enterprises Ltd., HB Realty Corp. and Stuls Holding Corp. (collectively, the "Non-Debtor Defendants"). Unless otherwise stated, I have personal knowledge of the facts and circumstances set forth herein. I submit this Affidavit in support of Herrick's motion (the "Motion") for an order authorizing Herrick to withdraw as counsel for the Non-Debtor Defendants. Capitalized terms not defined herein shall have the meaning ascribed to them in the Memorandum of Law in Support of the Motion.

2. The Non-Debtor Defendants retained Herrick to represent them in connection with this litigation. Pursuant to a retainer agreement, the Non-Debtor Defendants agreed to pay the fees and expenses incurred by Herrick on behalf of the Non-Debtor Defendants in accordance with Herrick's hourly fee schedule.

3. Herrick received from the Non-Debtor Defendants funds in the total amount of \$70,000 as retainers and payments towards outstanding invoices. After application of such payments (the last of which was made over six months ago), the Non-Debtor Defendants owe Herrick approximately \$233,000, through October 31, 2014, in accrued unpaid legal fees and expenses.

4. Throughout this period, the Non-Debtor Defendants made repeated assurances to Herrick that they would pay an additional \$100,000 towards the outstanding fees. However, this payment ultimately never materialized and the Non-Debtor Defendants instead advised Herrick that they would not be paying Herrick's fees in the foreseeable future.

5. The Non-Debtor Defendants have never raised any objection to the invoices issued by Herrick, nor have they contested the amounts billed to them in connection with this litigation.

Based on all of the foregoing, I respectfully request that the Court enter an order authorizing Herrick to withdraw as counsel to the Non-Debtor Defendants (without prejudice to Herrick's right to seek payment of its fees from the Escrow Accounts in connection with A/R Collections.



ROBERT L. RATTET

Sworn to before me this
17th day of November, 2014



NOTARY PUBLIC

JAMES GROSSMAN
Notary Public, State of New York
Qualified in Westchester County
No 60-4780161
Exp. 11/20/2017